

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In re:

Chapter 13

Ronald D. Hicks and
Jodi L. Monk Hicks a/k/a
Jodi Hicks,

Case No. 09-21268-SVK

Debtors.

**STIPULATION REGARDING MOTION OF UNIVERSAL MORTGAGE
CORPORATION FOR RELIEF FROM THE AUTOMATIC STAY**

The debtors, by their attorneys, Legal Helpers, PC, and Universal Mortgage Corporation, its successors and/or assignees (hereinafter “the movant”), by its attorneys, Gray & Associates, L.L.P., stipulate and agree as follows:

1. The movant holds a promissory note and a mortgage encumbering the debtors' real property located at 3815 West Douglas Avenue, Milwaukee, WI. The debtors have failed to make monthly mortgage payments required by said note and mortgage in a timely manner. Said default in payments has caused the movant to file a motion for relief from the automatic stay herein dated September 11, 2009. The post-petition arrearage at that time was \$8,816.60.

Drafted by:

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Gray & Associates, L.L.P. is attempting to collect a debt on its client's behalf and any information it obtains will be used for that purpose. If you previously received a discharge in a chapter 7 bankruptcy case, this should not be construed as an attempt to hold you personally liable for the debt.

2. That the movant may file a supplemental claim for the post-petition arrearage which exists through the end of October 2009 in the amount of \$10,161.32, which is itemized as follows:

4/09-10/09 payment(s)	7	@	1,293.00	\$9,051.00
Attorney fees/costs				800.00
Accrued late fees				<u>310.32</u>
TOTAL ARREARAGE				<u><u>\$10,161.32</u></u>

3. That the debtors shall voluntarily increase the payments to the trustee as necessary to pay the supplemental claim and ensure that the plan is adequately funded and remains feasible.

4. That commencing in November 2009 and continuing through and including April 2010, the debtors shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the sixteenth (16th) day of each month in which each such payment is due. In the event any payment is not received by the movant in a timely manner, counsel for the movant may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.

5. That commencing in May 2010, the debtors shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the sixteenth (16th) day of each month in which each such payment is due. In the event any payment is not received by the movant in a timely manner, counsel for the movant may request by letter another hearing upon the motion for relief from the automatic stay.

6. That pending further notice, the amount of the monthly mortgage payment is \$1,293.00 and payments shall be made to the movant at Universal Mortgage Corporation, Attn: Bankruptcy Department, 12080 North Corporate Parkway, Mequon, WI 53092.

7. That the court approve the terms of this stipulation and make them an order of the court.

Dated this 19th day of October, 2009.

LEGAL HELPERS, PC
Attorneys for Debtors

By: /s/ William Murphy
William Murphy

NO OBJECTION

Dated this 14th day of October, 2009.

/s/ Rebecca Rogers-Garcia
For Mary Grossman
Chapter 13 Trustee

Dated this 12th day of October, 2009.

GRAY & ASSOCIATES, L.L.P.
Attorneys for Movant

By: /s/ Mark A. Clauss
Mark A. Clauss